

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

CLYDE C. MCGUIRE,

Plaintiff,

v.

BROOKWOOD MEDICAL CENTER
HOSPITAL, INC.,

Defendant.

Case No.: 2:17-cv-00552-SGC

ORDER¹

On July 15, 2017, the plaintiff submitted a filing which indicates this dispute is controlled by an arbitration agreement. (Doc. 4). The plaintiff requests that the court stay judicial proceedings pending the arbitration of this case but that the court retain jurisdiction to enforce any award obtained. (*Id.*). During a telephone status conference with the parties on July 26, 2017, counsel for the defendant agreed this matter is due to be referred to arbitration but requested that, rather than stay proceedings, the court dismiss this case without prejudice.

Because it does not appear any issues will remain to be determined by the court, dismissal is an appropriate course. *Caley v. Gulfstream Aerospace Corp.*, 333 F. Supp. 2d 1267, 1379 (N.D. Ga. 2004) (compelling arbitration and dismissing case), *aff'd* 428 F.3d 1359 (11th Cir. 2005), quoting *Alford v. Dean Witter Reynolds, Inc.*, 975 F.2d 1161, 1164 (5th Cir. 1992). Accordingly, the parties are **ORDERED** to proceed to arbitration under the contract at issue in order to resolve their dispute, and this matter is **DISMISSED WITHOUT PREJUDICE**.

DONE this 8th day of August, 2017.


STACI G. CORNELIUS
U.S. MAGISTRATE JUDGE

¹ The parties have consented to the exercise of dispositive jurisdiction by a magistrate judge pursuant to 28 U.S.C. § 636(c). (Doc. 9).